

FIRST AMENDMENT TO
REHABILITATION AGREEMENT
BY AND BETWEEN
THE BOSTON REDEVELOPMENT AUTHORITY
AND ANTHONY L. ORLANDELLO
AND MICHAEL F. GIGLIO

Agreement made this day of , 1976, by and between the Boston Redevelopment Authority, a public body politic and corporate organized pursuant to the provisions of G. L., C. 121B, hereinafter referred to as the "Authority", and Anthony L. Orlandello, of Saugus, County of Essex, Commonwealth of Massachusetts, and Michael F. Giglio, of Boston, County of Suffolk, Commonwealth of Massachusetts, hereinafter jointly referred to as the "Redeveloper".

W I T N E S S E T H:

Whereas, with the assistance of the federal, state and city government, the Authority is carrying out the Downtown-Waterfront-Faneuil Hall Urban Renewal Plan (the "Plan"); and

Whereas, the Redeveloper is the owner in fee simple of the premises known and numbered as 85 Atlantic Avenue which premises are situated in the City of Boston, County of Suffolk, Commonwealth of Massachusetts, and within the Downtown-Waterfront-Faneuil Hall Urban Renewal Area, (the "Project Area"); and

Whereas, the parties hereto executed a certain Rehabilitation Agreement dated June 13, 1972, (the "Agreement"), which Agreement provided, inter alia, that the Redeveloper would rehabilitate said premises in accordance with the Plan; and

Whereas, the Authority intends to convey a parcel known as Disposition Parcel C-2-B to Ausonia Associates, a Massachusetts Limited Partnership, for the purposes of permitting the construction of One Hundred and Fifty One (151) units of elderly housing, and

Whereas, said Parcel is within the Project Area and is adjacent to the premises owned by the Redeveloper; and

Whereas, the Redeveloper has actively cooperated with the Authority in encouraging the development of Disposition Parcel C-2-B; and

Whereas, the continued cooperation of the Redeveloper will expedite the construction of the elderly housing complex on Disposition Parcel C-2-B; and

Whereas, it is in the mutual interest of the parties hereto to amend the Agreement so as to implement the provisions of the Plan and expedite the construction of an elderly housing complex on Disposition Parcel C-2-B;

Now, Therefore, in consideration of the mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereto agree as follows:

(1.) That the respective additional obligations of the parties as hereinafter set forth shall not alter, modify or otherwise affect the respective obligations of the parties as set forth in the Agreement.

(2.) That the Redeveloper shall grant to the Authority, its successors and assigns, for the benefit of Parcel C-2-B in its entirety, the right to use for all purposes of a way with a sidewalk in front of the Redevelopers' four (4) story granite faced building, which building abuts Commercial Wharf South, in the usual manner of a public street in the City of Boston, that portion of Commercial Wharf South shown as Parcel Y on the plan attached hereto, which plan is entitled "Downtown Waterfront Faneuil Hall Project No. Mass R-77 and Parcels U,V,X,Y " and is dated September 15, 1976. Said plan is attached hereto as Exhibit A. The grant to be made hereunder shall not convey any of the fee to the Authority, its successors or assigns.

(3.) That the Redeveloper shall extinguish any and all rights he may have in and to the portion of Parcel C-2-B shown as Parcel X on Exhibit A.

(4.) That the Authority shall extinguish any and all rights it may have in and to that portion of Commercial Wharf South shown as Parcel V on Exhibit A.

(5.) That if, as and when the Authority constructs a sidewalk upon Parcel U as shown on Exhibit A, said sidewalk shall in no event extend into the Redevelopers' fifty (50') foot right of way, which right of way is located within Parcel U and is shown on Exhibit A.

(6.) That the Authority will consult with the Redeveloper concerning the design and construction of any sidewalk within said Parcel U and will receive and review in good faith any and all recommendations submitted to the Authority by the Redeveloper concerning

any such design and construction.

(7.) That the Redeveloper shall at all times, and at his expense, keep, maintain and repair Commercial Wharf South, so that said way is in good and safe condition and repair.

(8.) That the Redeveloper shall permit the Authority, its successors and assigns access to any and all public and private utilities now located or to be located in or under Commercial Wharf South.

(9.) That the parties agree to execute any and all documents in a form reasonably satisfactory to their respective counsel as are necessary and appropriate to effect the agreements hereinbefore set forth.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first set forth above.

WITNESS:

BOSTON REDEVELOPMENT AUTHORITY

By _____
Robert T. Kenney, Director

By _____
Anthony L. Orlandello, Redeveloper

By _____
Michael F. Giglio, Redeveloper

Approved as to form:

Charles J. Speleotis
Chief General Counsel

October 7, 1976

MEMORANDUM

TO: BOSTON REDEVELOPMENT AUTHORITY

FROM: ROBERT T. KENNEY, DIRECTOR

SUBJECT: DOWNTOWN WATERFRONT-FANEUIL HALL
URBAN RENEWAL AREA - PROJECT MASS. R-77
PROPOSED AGREEMENT BY AND BETWEEN THE AUTHORITY AND
ANTHONY L. ORLANDELLO AND MICHAEL F. GIGLIO

On September 9, 1976, a memorandum was submitted to the Authority recommending the approval of a modification of a Rehabilitation Agreement existing by and between the Authority and Anthony L. Orlandello and Michael F. Giglio and, additionally, the conveyance by the Authority of a "sliver" parcel to Mssrs. Orlandello and Giglio (the "Redevelopers") for nominal consideration. A copy of this memorandum is attached herewith for your information.

Although the memorandum was initially approved by the Authority, the proposed modification and transfer have been re-examined at the direction of the Authority.

Parcel U is subject to a fifty (50') foot right of way to the Redevelopers and, as previously proposed, would be subject to an easement for pedestrian travel over a substantial portion of the remainder of the parcel. As such, only 800-900 square feet of land to be conveyed was or would be unencumbered.

In view of the fact that the Redevelopers assistance and cooperation is necessary to expedite the transfer of Parcel C-2-B for the construction of the Ausonia Homes Elderly Housing Project and being mindful of the past cooperation of the Redevelopers, the transfer of the sliver parcel for nominal consideration was recommended.

The disposition staff has reviewed the proposed transfer and ascribed a value of thirteen thousand five hundred (\$13,500.00) dollars. The Redevelopers deem this price to be excessive and, therefore, unacceptable.

In order to close on Parcel C-2-B, hopefully tomorrow, it is necessary to have the Redevelopers and their mortgagee waive certain rights they have in a portion of C-2-B and to grant rights of access and egress over a portion of their private way. The staff has discussed this matter with the Redevelopers and another agreement is proposed. The proposal basically provides as follows:

- (a.) The Redevelopers will waive any and all rights which they may have in and to that portion of Parcel C-2-B shown as Parcel X on the attached plan.

- (b.) The Redevelopers will grant rights of access and egress to the entire C-2-B parcel over that portion of Commercial Wharf South shown as Parcel Y on the attached plan.
- (c.) The Authority will waive any and all rights of access and egress it may have over the portion of Commercial Wharf South shown as Parcel V on the attached plan.
- (d.) The Authority agrees that any sidewalk constructed by it on Parcel U on the attached plan will not encroach upon the Redevelopers' fifty (50') foot right of way and that the Redevelopers will participate in the design of any such sidewalk, though the Authority will, of course, reserve the right to make all final design decisions.

The conveyance of Parcel C-2-B is of vital importance to the Authority and it is therefore recommended that the Director be authorized to execute the proposed agreement. Appropriate votes follows:

VOTED: That the votes of the Authority dated September 7, 1976, concerning the authorization of the Director to execute a certain agreement by and between the Authority and Anthony L. Orlandello and Michael F. Giglio and to execute a certain deed concerning a so-called sliver parcel, be and the same are hereby rescinded.

FURTHER VOTED: That the Director be and is hereby authorized for and on behalf of the Boston Redevelopment Authority to execute an Amendment to the Rehabilitation Agreement existing by and between the Authority and Anthony L. Orlandello and Michael F. Giglio, dated June 13, 1972, said Amendment to be substantially in the form attached hereto.